

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

VALEANT PHARMACEUTICALS
INTERNATIONAL, INC.; VALEANT
PHARMACEUTICALS INTERNATIONAL; and
AGMS, INC.,

Plaintiffs,

v.

AIG INSURANCE COMPANY OF CANADA;
ACE INA INSURANCE COMPANY; ALLIANZ
GLOBAL RISKS US INSURANCE COMPANY;
ARCH INSURANCE CANADA LTD; EVEREST
INSURANCE COMPANY OF CANADA;
HARTFORD FIRE INSURANCE COMPANY;
IRONSHORE CANADA LTD.; LIBERTY
INTERNATIONAL UNDERWRITERS, a division
of LIBERTY MUTUAL INSURANCE
COMPANY; and LIBERTY MUTUAL
INSURANCE COMPANY; LLOYD'S
UNDERWRITERS; LLOYD'S CONSORTIUM
9885 (a/k/a STARR FINANCIAL LINES
CONSORTIUM 9885); LLOYD'S SYNDICATE
ANV 1861; LLOYD'S SYNDICATE AMA 1200;
LLOYD'S SYNDICATE ARGO 1200; LLOYD'S
SYNDICATE AWH 2232; LLOYD'S
SYNDICATE BRT 2987; LLOYD'S SYNDICATE
CVS 1919; LLOYD'S SYNDICATE HCC 4141;
LLOYD'S SYNDICATE MITSUI 3210; LLOYD'S
SYNDICATE MIT 3210; LLOYD'S SYNDICATE
NAV 1221; LLOYD'S SYNDICATE QBE 1886;
LLOYD'S SYNDICATE SJC 2003; ROYAL &
SUN ALLIANCE INSURANCE COMPANY OF
CANADA; TEMPLE INSURANCE COMPANY;
and XL INSURANCE COMPANY SE.,

Defendants.

Civil Action No.: 3:18-cv-00493

CONSENT ORDER ON STIPULATION OF PARTIAL VOLUNTARY DISMISSAL
WITH PREJUDICE AND WITHOUT COSTS AS TO DEFENDANT
ALLIANZ GLOBAL RISKS US INSURANCE COMPANY

WHEREAS, Plaintiffs Valeant Pharmaceuticals International, Inc., Valeant Pharmaceuticals International, and AGMS, Inc. (collectively, “Plaintiffs”) filed this action seeking insurance coverage for certain claims under two sets of insurance programs: (1) a program for the period of September 28, 2013 to September 28, 2014 (the “2013-2014 Program”) and (2) a program for the period of September 28, 2015 to September 28, 2016 (the “2015-2016 Program”);

WHEREAS, Defendant Allianz Global Risks US Insurance Company (“Allianz”) issued an insurance policy as part of the 2013-2014 Program and two insurance policies as part of the 2015-2016 Program; and

WHEREAS, Plaintiffs and Allianz have entered into a Confidential Settlement Agreement and Mutual Release (the “Settlement Agreement”) concerning Plaintiffs’ claims under the 2015-2016 Program but not Plaintiffs’ claims under the 2013-2014 Program;

WHEREAS, through the Settlement Agreement, Plaintiffs and Allianz have resolved and settled all claims and disputes at issue between them concerning Plaintiffs’ claims under the 2015-2016 Program; and

WHEREAS, Allianz has made the settlement payment contemplated by the Settlement Agreement and Plaintiffs hereby acknowledge the receipt and sufficiency of same;


NOW THEREFORE, it is hereby stipulated by Plaintiffs and Allianz and Ordered by the Court that Counts II, VI and VIII of Plaintiffs’ Complaint (the “2015-2016 Claims”) in this

action are hereby dismissed with prejudice and with each party bearing its own costs and attorneys' fees with respect to the litigation of the 2015-2016 Claims.

This stipulation does not apply to Plaintiffs' remaining claims against Allianz in the Complaint (the "2013-2014 Claims") or as to Plaintiffs' claims against any other Defendant in this litigation.

IT IS SO ORDERED.

Dated: October 28, 2021


Hon. Michael A. Shipp U.S.D.J.

We hereby stipulate and consent to the form and entry of the within Order:

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Inc., Valeant Pharmaceuticals
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Dated: October 27, 2021

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Dated: October 27, 2021